

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

UNILOC U.S.A., INC. and)
UNILOC SINGAPORE PRIVATE LIMITED,) C.A. NO. 03-440 S
Plaintiffs)
))
MICROSOFT CORPORATION,)
))
Defendant)
))

QUESTION NO. 1 (Infringement)

Do you find that Uniloc has shown by a preponderance of evidence that Microsoft's Product Activation infringements (either literally or by the doctrine of equivalents) each of the following five elements of claim 19 of U.S. Patent No. 5,490,216 (the '216 patent)? A YES answer is a finding for the plaintiff Uniloc; a NO answer is a finding for the defendant Microsoft.

VERDICT FORM

Element	Claim Construction		Infringe?
	Yes	No	
(a) A remote registration station incorporating remote licensee unique ID generating means;	licensee unique ID: a unique identifier associated with a licensee		✓
	remote licensee unique ID generating means: function: to generate a remote licensee unique ID; structure: a summation algorithm or a summer or an equivalent.	Yes	✓

<p>(b) said station forming part of a registration system for licensing execution of digital data in a use mode;</p> <p>(c) said digital data executable on a platform, said system including local licensee unique ID generating means;</p>	<p><u>registration system</u>: a system that allows digital data or software to run in a use mode on a platform if and only if an appropriate licensing procedure has been followed.</p> <p><u>use mode</u>: a mode that allows full use of the digital data or software in accordance with the license</p>	<p><u>licensee unique ID</u>: a unique identifier associated with a licensee</p> <p><u>local licensee unique ID generating means</u>:</p> <p>function: to generate a local licensee unique ID;</p> <p>structure: a summation algorithm or a summer or an equivalent</p>

	<u>mode switching means:</u> function: to permit the digital data or software to run in a use mode if the locally generated licensee unique ID matches with the remotely generated licensee unique ID;	Yes <input checked="" type="checkbox"/>
		No <input type="checkbox"/>
(d) said system further including		
mode switching means operable on		
said platform which permits use of		
said digital data in said use mode		
on said platform only if a		
licensee unique ID generated by		
said local licensee unique ID		
generating means has matched a		
licensee unique ID generated by		
said remote licensee unique ID		
generating means;		
	structure: program code which performs a comparison of two numbers or a comparator or an equivalent of such program code or comparator.	
	<u>use mode:</u> see above	
	<u>licensee unique ID:</u> see above	
	<u>licensee unique ID generating means:</u> see above	
	<u>means:</u> see above	
	<u>has matched:</u> a comparison between the locally generated licensee unique ID and the remotely generated licensee unique ID shows that the two are the same.	

(e) and wherein said remote licensee unique ID generating software executed on a platform which includes the algorithm utilized by said local licensee unique ID generating means to produce said licensee unique ID.	<u>Includes the algorithm utilized by said licensee unique ID generating means to produce said licensee unique ID:</u> includes the identical algorithm used by the local licensee unique ID generating means to produce the licensee unique ID.	Yes <u>✓</u>
	algorithm: a set of instructions that can be followed to carry out a particular task.	No _____

If you answered YES to all of the above subparts (a) - (e), then Microsoft has infringed the '216 patent and you should move on to answer QUESTIONS No. 2 and 3. If you answered NO to one or more of the above subparts (a) - (e), then Microsoft has not infringed the '216 patent, but you should still move on to answer only QUESTIONS 2 and 3, and then stop.

QUESTION No. 2 (Invalidity - Anticipation)

Do you find that Microsoft has shown by clear and convincing evidence that claim 19 of the '216 patent is anticipated by U.S. Patent No. 4,658,093 (the Hellman patent)? A YES answer is a finding for the defendant Microsoft; a NO answer is a finding for the plaintiff Uniloc.

YES ✓
NO _____

QUESTION No. 3 (Invalidity - Obviousness)

Do you find that Microsoft has shown by clear and convincing evidence that claim 19 of the '216 patent is invalid as obvious? A YES answer is a finding for the defendant Microsoft; a NO answer is a finding for the plaintiff Uniloc.

YES ✓
NO _____

If you answered YES to QUESTION 1 (infringement), and NO to QUESTIONS 2 and 3 (invalidity), move onto QUESTIONS 4 and 5.

QUESTION No. 4 (Willful Infringement)

Do you find that Uniloc has shown by clear and convincing evidence that Microsoft's infringement of claim 19 of the '216 patent was willful? A YES answer is a finding for the plaintiff Uniloc; a NO answer is a finding for the defendant Microsoft.

YES

 NO

QUESTION No. 5 (Damages)

What sum of money, if any, do you find is adequate to compensate Uniloc for what you have found to be Microsoft's infringement from October 1, 2003 through today?

\$ 300,000,000

If you have provided a sum of money, does your sum include any value specifically attributable to foreign activations?

YES

 NO

If so, what is that value attributable to foreign activations?

\$ 194,000,000

Signature of foreperson:

Date: 4.8.09